

# **SETTLEMENT AGREEMENT BETWEEN THE AMERICAN INSTITUTE OF PHYSICS AND JEFF SCHMIDT**

**THIS SETTLEMENT AGREEMENT** (“Agreement”) is made and entered into as of February 20, 2006, by and between the American Institute of Physics (“AIP”) and Jeff Schmidt (“Schmidt”).

WHEREAS AIP employed Schmidt at *Physics Today* magazine from March 17, 1981, through May 31, 2000;

WHEREAS AIP and Schmidt disagree as to why AIP terminated Schmidt’s employment;

WHEREAS Schmidt has criticized AIP on his website,  
*<http://disciplinedminds.com>*;

WHEREAS Schmidt has instituted legal proceedings against AIP in Case No. 04-CV-3774 in the United States District Court for the District of Maryland (“Legal Action”);

WHEREAS AIP has denied and continues to deny each and every allegation raised in the Legal Action, and in any other administrative proceeding commenced by or on behalf of Schmidt and in any other document or statement whatsoever;

WHEREAS AIP and Schmidt (collectively, “the parties”) wish to resolve this matter in accord with their negotiations held in Washington, D.C., on July 19-20, 2005, and February 2, 2006; and

WHEREAS AIP and Schmidt have now agreed to settle fully and finally all differences between them, including, but not limited to, all those claims that Schmidt has asserted in the Legal Action;

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements, and other undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties mutually agree as follows:

**I. DEFINITIONS**

1. “Effective Date” means the date set forth on the first page of this Agreement.
2. “AIP” shall be defined to include the American Institute of Physics, Inc., (“AIP, Inc.”) and all currently or formerly affiliated persons or entities including, but not limited to, any present or former parent corporations, subsidiaries, divisions, affiliated entities or employee benefit plans, their executors, officers, partners, directors assigns or agents.
3. “Schmidt” shall be defined as Jeff Schmidt.

**II. AIP’S AND SCHMIDT’S OBLIGATIONS**

1. AIP, Inc. shall pay to Schmidt within fifteen (15) business days after the Effective Date of this Agreement, in full satisfaction of all of Schmidt’s causes of action and claims for damages, including his costs and attorneys’ fees, if any, the sum of [REDACTED] (“the Payment”), by means of certified check payable to Howrey LLP, for which the appropriate 1099 form(s) will be issued; provided however that upon timely notice to AIP, Inc. prior to such payment, payment may be made to such other entities as Schmidt or his counsel may direct.
2. The Payment represents partial consideration for a complete settlement, release and waiver of all claims of each and any kind, including, but not limited to, claims of or for alleged lost wages, benefits or other compensation, mental, physical or other personal injuries, pain and suffering, attorney’s fees, costs and any other relief that Schmidt may have in the Legal Action or any other proceeding against AIP, Inc.; and,

3. In the event that any federal, state and local taxing authority or court determines that taxes, interest and/or penalties are due and owing as a result of the Payment, said taxes, interest and/or penalties shall be the sole obligation and liability of Schmidt, who agrees to hold harmless and to indemnify AIP, Inc. from any tax-related liability. Schmidt shall be responsible for the calculation, reporting and payment of any and all taxes that might arise in connection with this payment and AIP, Inc. shall not be liable for any taxes that might accrue or arise in connection with this payment. Schmidt shall not seek additional monies from AIP, Inc. for any taxes or other monies that may be due or for any other reason whatsoever; and,

4. Nothing in this Agreement or the furnishing of the consideration provided for herein shall be deemed or construed at any time or for any purpose as an admission by AIP, Inc. of any liability or unlawful conduct of any kind.

5. AIP, Inc. agrees that within fifteen (15) business days of the Effective Date of this Agreement, AIP, Inc. shall provide to Schmidt, through his counsel, a letter reinstating Schmidt to his position as a Senior Associate Editor at *Physics Today* magazine, in the form of Exhibit A.

6. Schmidt agrees that immediately following receipt by his counsel of the letter of reinstatement referred to in paragraph II (5) of this Agreement and no later than the end of the business day on which said letter is received, he, through his counsel, shall provide to counsel for AIP, Inc. a letter of voluntary resignation signed by Schmidt, in the form of Exhibit B. AIP shall thereafter treat Schmidt as it treats other employees who have voluntarily resigned from employment. However, Schmidt agrees not to seek future employment by AIP, Inc. The parties agree that Schmidt's reinstatement shall not entitle him to any employment or benefit rights incident to reinstatement or to employment by AIP, Inc. beyond the moment of its receipt. For purposes of benefit calculations, Schmidt's last day of employment by AIP, Inc. shall be

considered to be May 31, 2000.

7. AIP states as follows: Jeff Schmidt worked as a staff editor at *Physics Today* magazine for 19 years. The American Institute of Physics, Inc., which publishes the magazine, fired Schmidt on May 31, 2000. Throughout his 19 years of employment at *Physics Today*, Schmidt received annual performance ratings that were, without exception, either “Meets job requirements” or “Exceeds job requirements,” and his discharge was not related to these ratings. Schmidt’s employment was terminated because he claimed to have written a book on time stolen from AIP. Schmidt received much praise for his work from physicists and from his supervisors. AIP, Inc. agrees to provide an employment reference for Schmidt consistent with these facts, in the form attached hereto as Exhibit C.

8. [REDACTED]

9. Schmidt agrees that, within fifteen (15) business days of the Effective Date of this Agreement, he will remove from his website, <http://disciplinedminds.com>, documents concerning the underlying litigation and Schmidt’s allegations of AIP, Inc.’s purported wrongdoing. A complete list of all documents to be removed from <http://disciplinedminds.com> is contained in Exhibit D. Schmidt agrees that he will not post these documents in the future on his or any other website or in any other forum. Schmidt further agrees that he will not cause or direct any other individual, group or entity to post the documents listed in Exhibit D on any individual’s, group’s or organization’s website or other forum.

10. The parties agree that, to the extent that they cannot agree to a final version of Exhibit D as of the Effective Date of the Agreement, they will submit all unresolved issues relating thereto to binding arbitration by Mr. Harold Himmelman. The parties agree that counsel for AIP shall submit a position paper relating to the outstanding issues to Mr. Himmelman within seven (7) days. Counsel for Schmidt shall submit a position paper within

seven (7) days of AIP's submission.

### **III. DISCLOSURE AND RELATED PROVISIONS**

1. AIP's governing board members, executives, officers, directors, managers and human resources department personnel, and Schmidt agree to keep the terms of this Agreement confidential, except as expressly permitted in this paragraph and elsewhere in this Agreement. In no event shall any party disclose the fact that there has been a settlement or any of the terms of the Agreement until seventeen (17) business days after the Effective Date of this Agreement. Each party may disclose the terms of this Agreement to their immediate family members. The parties may disclose the terms of this Agreement to their legal and/or financial advisors, or when otherwise required by law; provided, however, that in the event that any such information is disclosed, the parties agree that they will direct such person to hold such information strictly confidential.

2. AIP and Schmidt understand and agree that violation of this covenant of confidentiality will constitute a material breach of this Agreement.

3. The parties agree that a public version of this Agreement, in the form attached as Exhibit E, is not subject to the confidentiality provision set forth in the Agreement.

4. Schmidt confirms that prior to execution of this Agreement he did not discuss with or disclose to any third party (with the exception of his attorneys, financial advisors or family members) any terms of this Agreement.

### **IV. NON-DISPARAGEMENT**

1. AIP's governing board members, executives, officers, directors, managers and human resources department personnel, and Schmidt agree to refrain from disparaging this Agreement or the other party on account of any event or circumstance relating to the Legal Action occurring prior to the Effective Date of this Agreement. However, nothing in this

Agreement is meant to prevent Schmidt from quoting publicly from his book *Disciplined Minds*. In addition, nothing in this Agreement is meant to prevent AIP from criticizing Schmidt's book *Disciplined Minds*.

**V. RELEASE AND DISMISSAL OF LAWSUIT AND ALL CLAIMS OF ANY KIND**

1. Schmidt hereby irrevocably and unconditionally releases, acquits and forever discharges AIP, together with all of its current and former officers, directors, employees, agents, successors and assigns, from any and all complaints, demands, liabilities, claims, damages, actions, causes of action, lawsuits and expenses, including costs and attorneys' fees, whether presently known or unknown, suspected or unsuspected, specifically including, but not limited to, any alleged violations of 42 U.S.C. (United States Code) Sections 1981, 1983, and 2000e *et seq.*, as well as any and all claims that were asserted or could have been asserted in the Legal Action, any and all breaches of contract or of the implied covenant of good faith and fair dealing, any detrimental reliance, as well as any and all other claims of any nature arising out of Schmidt's employment by AIP or the termination of his employment by AIP, that Schmidt now has, owns or holds, or that Schmidt at any time heretofore had, owned or held against AIP. Schmidt specifically confirms and covenants that any claim under the Age Discrimination in Employment Act would be time barred.

2. Within fifteen (15) business days of the Effective Date of this Agreement, Schmidt shall cause to be filed with the United States District Court for the District of Maryland a stipulation dismissing the Legal Action with prejudice.

3. AIP, Inc. hereby irrevocably and unconditionally releases, acquits and forever discharges Schmidt from any and all complaints, demands, liabilities, claims, damages, actions, causes of action, lawsuits and expenses, including costs and attorneys' fees, whether presently known or unknown, suspected or unsuspected, that AIP, Inc. now has, owns or holds,

or that AIP, Inc. at any time heretofore had, owned or held against Schmidt.

## **VI. DISPUTE RESOLUTION**

1. The parties shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Agreement. If any such disputes, controversies or differences cannot be settled between the parties, they shall be settled by final and binding arbitration to be conducted by JAMS arbitration pursuant to the rules of the American Arbitration Association. The parties agree that, if he is available, Harold Himmelman, Esq. shall be selected to arbitrate any dispute. Upon a finding that a party breached this Agreement, the arbitrator may award actual damages plus reasonable attorneys' fees (up to \$20,000 in damages and fees upon proof acceptable to the arbitrator) to the prevailing party and no other relief, provided, however, that there shall be no limit on damages that can be awarded for violation of Section II ¶1. The decision or award of the arbitration shall be final, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement. In the event of any procedural matter not covered by the rules of the American Arbitration Association, the procedural law of the state of Maryland shall govern.

## **VII. MISCELLANEOUS MATTERS**

1. The parties acknowledge that this Agreement has been negotiated by the parties and their counsel, and that in executing the Agreement, they have not relied upon any representation or statement not contained herein, with regard to the subject matter, basis or effect of the Agreement. This Agreement sets forth the entire agreement between the parties, and fully supersedes all prior agreements or understandings between the parties.

2. Schmidt has been given a reasonable period of time to review this

Agreement prior to the execution of this Agreement.

3. At the time of considering and executing this Agreement, Schmidt is competent to effect a knowing and voluntary general and unlimited release of all claims, and to enter into this Agreement. Schmidt is not a party to any bankruptcy, lien, creditor-debtor or other proceeding that would impair the right to settle all claims against AIP or to waive all claims that Schmidt may have against AIP.

4. The provisions of this Agreement are severable, and if any provision of it is found unenforceable, the other provisions shall remain fully valid and enforceable.

5. This Agreement shall be interpreted in accordance with the laws of the State of Maryland to create binding and unlimited mutual general releases of all claims.

\_\_\_\_\_, this \_\_\_\_\_ day of March, 2006.

Marc H. Brodsky  
American Institute of Physics

\_\_\_\_\_, this \_\_\_\_\_ day of March, 2006.

Jeff Schmidt

Acknowledging that this Agreement resolves all claims for costs and attorneys' fees on behalf of Schmidt, and attesting to the authenticity of Schmidt's signature:

\_\_\_\_\_, this \_\_\_\_ day of March, 2006.

Patricia G. Butler  
Erik T. Koons  
Chad R. Murchison  
Howrey, LLP

\_\_\_\_\_, this \_\_\_\_ day of March, 2006.

Warren Kaplan  
Robert M. Bruskin  
The Washington Lawyers' Committee for Civil Rights and Urban Affairs

Attesting to the authenticity of Brodsky's signature:

\_\_\_\_\_, this \_\_\_\_ day of March, 2006.

Wendy Mellk  
Jackson Lewis

MAR. 14. 2006 9:14AM

JACKSON LEWIS

NO. 6037 P. 2

MAR-13-06 03:40PM FROM: HOWARD SIMON

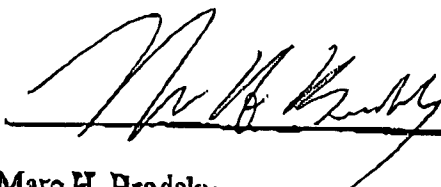
7-181 P.03/08 R-237

2. Schmidt has been given a reasonable period of time to review this Agreement prior to the execution of this Agreement.

3. At the time of considering and executing this Agreement, Schmidt is competent to effect a knowing and voluntary general and unlimited release of all claims, and to enter into this Agreement. Schmidt is not a party to any bankruptcy, lien, creditor-debtor or other proceeding that would impair the right to settle all claims against AIP or to waive all claims that Schmidt may have against AIP.

4. The provisions of this Agreement are severable, and if any provision of it is found unenforceable, the other provisions shall remain fully valid and enforceable.

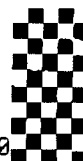
5. This Agreement shall be interpreted in accordance with the laws of the State of Maryland to create binding and unlimited mutual general releases of all claims.

 this 14<sup>th</sup> day of March, 2006.

Maro H. Brodsky  
American Institute of Physics

 this 13<sup>th</sup> day of March, 2006.

Jeff Schmidt



Acknowledging that this Agreement resolves all claims for costs and attorneys' fees on behalf of Schmidt, and attesting to the authenticity of Schmidt's signature:

Patricia G. Butler, this 13<sup>th</sup> day of March, 2006.

Patricia G. Butler  
Erik T. Koons  
Chad R. Murchison  
Howrey, LLP

\_\_\_\_\_, this \_\_\_\_ day of March, 2006.

Warren Kaplan  
Robert M. Bruskin  
The Washington Lawyers' Committee  
for Civil Rights and Urban Affairs

Attesting to the authenticity of Brodsky's signature:

\_\_\_\_\_, this \_\_\_\_ day of March, 2006.

Wendy Mellk  
Jackson Lewis

C:\Documents and Settings\All Users\Temporary Internet Files\OLKA\Agreement as of  
030606.doc\I:\Clients\A\49893\_RHB\Documents\SETTLEMENT AGREEMENT REVISED 3-1-06.doc

Acknowledging that this Agreement resolves all claims for costs and attorneys' fees on behalf of Schmidt, and attesting to the authenticity of Schmidt's signature:

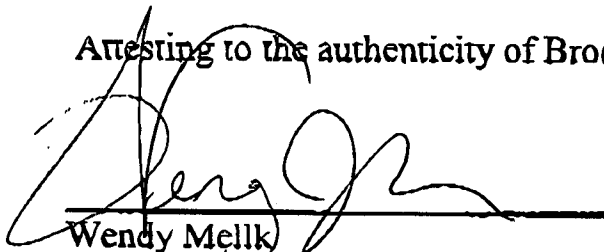
\_\_\_\_\_, this \_\_\_\_ day of March, 2006.

Patricia G. Butler  
Erik T. Koons  
Chad R. Murchison  
Howrey, LLP

\_\_\_\_\_, this 13<sup>th</sup> day of March, 2006.

Warren Kaplan  
Robert M. Bruskin  
The Washington Lawyers' Committee  
for Civil Rights and Urban Affairs

Attesting to the authenticity of Brodsky's signature:

\_\_\_\_\_, this 14<sup>th</sup> day of March, 2006.  
Wendy Melik  
Jackson Lewis

I:\Clients\VA\98893\_RM\Documents\SETTLEMENT AGREEMENT REVISED 3-1-06.doc

Exhibit A

[American Institute of Physics letterhead]

February NN, 2006

Jeff Schmidt  
3003 Van Ness Street NW #W406  
Washington, DC 20008

Dear Jeff:

Effective immediately, you are reinstated to your job as a senior associate editor at *Physics Today* magazine.

[s]

Marc H. Brodsky  
CEO and Executive Director

Exhibit B

Jeff Schmidt  
3003 Van Ness Street NW #W406  
Washington, DC 20008

February NN, 2006

Marc H. Brodsky  
CEO and Executive Director  
American Institute of Physics  
One Physics Ellipse  
College Park, MD 20740

Dear Marc:

Effective immediately, I resign my job as a senior  
associate editor at *Physics Today* magazine to pursue other  
interests.

[s] Jeff Schmidt

Exhibit C

[American Institute of Physics letterhead]

February NN, 2006

To Whom It May Concern:

The American Institute of Physics, Inc. employed Jeff Schmidt on the editorial staff of *Physics Today* magazine from March 1981 through May 2000, and again in February 2006. Jeff resigned voluntarily to pursue other interests.

At *Physics Today*, Jeff did editorial work in a broad range of subjects, including education, history, policy and technical topics in many subfields of physics. Throughout his employment at *Physics Today*, Jeff always met or exceeded job requirements, and he rose to the rank of senior associate editor through merit-based promotions. During his employment, Jeff received much praise for his work from leading physicists and his supervisors.

## **Material specified by the American Institute of Physics for removal from the *Disciplined Minds* website**

Schmidt shall remove the following material currently on the <http://disciplinedminds.com> web page, or any other web page arranged, conducted, or assisted by Schmidt, all associated hyperlinks, and the destinations of those hyperlinks, including but not limited to web pages, audio and video:

1. Press release titled, "Hundreds of physicists and other scholars demand reinstatement of physicist fired for writing book," along with appeal letter by physicists Talat Rahman, George F. Reiter, and Michael A. Lee, dated 14 January 2002. Also text: "Protests Press release".

2. Letter to American Institute of Physics from 500+ physicists asking AIP to reinstate Jeff Schmidt and listing the names and affiliations of the signers. Dated 10 January 2002. Also text: "Protest letter from 541 physicists and others".

3. Letter to AIP from about 150 non-scientists, solicited by Noam Chomsky, asking AIP to reinstate Schmidt and listing the names and affiliations of the signers. Dated 23 October 2003. Text: "Renowned linguist Noam Chomsky and 146 scholars and others protest firing".

4. All individually written letters (whether or not the names of the authors are listed below), to AIP protesting the firing of Schmidt, dated 2000 to 2005, along with the text:

"Physicists and others blast *Physics Today*. Read 85 of their letters...

Charles Gregg-Geist  
Eric Herring  
Guillaume Belanger  
James Owens  
Paul Bryant  
Marlowe Hood  
Terry Goldman  
Simon Moss  
John McClelland  
Walter Borst  
Robert Mayo  
Dan Bolef  
Sherman Frankel  
Hilliard Macomber  
David Waller  
Sonya Bahar

Frederick Dolan  
Eric Altshuler  
Margaret Dobbins  
Peter Drummond  
Alan Sobel  
Vikram Vyas  
Richard Magat  
Bertram Stiller  
Thomas Gilbert  
Surendra Gadekar  
Friedemann Freund  
Steven Mandell  
Wayne Saslow  
Steven Ross  
David Markowitz  
Hansen Shih  
Guy Robinson  
Nick Rivier  
Gian Luca Lippi  
Igor Alexeff  
Doug Allan  
Jonathan Allen  
M. P. Anantram  
Vijay Arora  
Anne Miller-Bagwell  
Philip Best  
Vlado Bevc  
T. S. Bhatia  
Ben Brabson  
James Brasseur  
Mikhael Brown  
Milan Cirkovic  
Ralph Colby  
Stephen Davis  
Philip Vos Fellman  
Richard Firestone  
Sean Freeman  
Sanjay Gupta  
Peter Halevi  
Douglas Jackson  
David Johnson  
Roy Johnston  
Jonathan Katz  
Kirill Kazakov  
Tom Killian  
Kajoli Krishnan

Hermann Kurthen  
Roderic Lakes  
Kristina Lerman  
Amand Lucas  
Wayne Lundberg  
David Maker  
Al McInturff  
Bill Moran  
Normand Mousseau  
Thomas Nagy  
Marshall Nathan  
Peter Noerdlinger  
Subra Pendyala  
Louis Proyect  
M. V. Ramana  
Denis Rancourt  
Klaus Rieckhoff  
Berol Robinson  
Bruce Rosenblum  
David Talaga  
Niekiletta Woullard  
Herbert Zeman  
Ellen Zweibel  
Denis Cioffi”

5. Letter to AIP from 16 former *Physics Today* staff members asking AIP to reinstate Schmidt, dated 21 June 2000.
6. Statement titled, “Background info about Jeff Schmidt and *Disciplined Minds*,” by former *Physics Today* staff members Chris Mohr and Marlowe Hood. Also text: “Former *Physics Today* staffers give background”.
7. Letter to AIP from a group of nine physics education researchers asking AIP to reinstate Schmidt and listing the names and affiliations of the signers, dated 20 August 2003.
8. Letter to AIP from a majority of the physics academic staff at the University of Ottawa, Canada, protesting Schmidt’s firing and listing the names and positions of the 28 signers, dated 23 March 2002.
9. Response to AIP’s statement of 31 August 2001, by physicists Talat Rahman, George F. Reiter, Michael A. Lee, and Denis G. Rancourt, titled, “Protests force *Physics Today* to reveal its unsound case,” dated 14 January 2002.

10. Statement by Schmidt about his unemployment benefits hearing and his work for equal employment opportunity at *Physics Today*, titled, "State Rejects *Physics Today*'s Charge of Employee Misconduct," dated 27 July 2000.

11. Plea for political support for Schmidt, encouraging readers to add their names to letters asking AIP to reinstate Schmidt. Dated August 2005. Any similar plea or text soliciting criticism and/or protests of AIP.

12. Lawsuit against AIP filed by pro-bono lawyers in United States District Court for Maryland, Southern Division, titled, "Plaintiff's first amended and consolidated complaint," case number 04-cv-3774, dated 10 December 2004.

13. Text on [www.DisciplinedMinds.com](http://www.DisciplinedMinds.com) home page stating: "*Physics Today* fires author for writing *Disciplined Minds*..."

14. Segment of "About the Author" on [www.DisciplinedMinds.com](http://www.DisciplinedMinds.com) home page stating: "until he was fired for writing this provocative book." Any statement

15. Interview in .pdf form from *The Biological Physicist* in which Schmidt discusses termination. Any statement concerning Schmidt's termination from employment with AIP.

Subject to arbitration proceeding

16. "Readers Comment" section of home page. Also the following text:

"Readers write...

Three degrees in English, organizer Michelle Squitieri

Redacted but remain posted

Medical doctor Susan Rosenthal

and graduate student Roberto Jankowski-Alfonso

Redacted but remain posted

Matt L.

Redacted but remain posted

17. 8 press releases regarding termination (in addition to Item #10 above).

18. Statement of Marc Brodsky.

19. Italian translation of "Carta" interview (insofar as it discusses Schmidt firing).

20. Link to Italian radio audio clip (insofar as it discusses Schmidt firing).

21. Any correspondence to, from, amongst and between any former or present AIP personnel.

22. The following text:

*“Physics Today* fires author for writing *Disciplined Minds...*

More than 750 scientists and others protest firing. Noam Chomsky helps solicit signatures.

Scientists’ human rights committee issues public report

Physics education researchers condemn firing

American Association of Physics Teachers session attendees protest firing

Majority of physics academic staff at University of Ottawa condemn firing

Sixteen former *Physics Today* staff members protest firing

Pro-bono lawyers take legal action

Update and plea for help

Protests force *Physics Today* to reveal its unsound case...

\* CEO Marc Brodsky issues statement

\* Physicists reject Brodsky’s arguments

Press release from the book’s publisher

*Lingua Franca* magazine report

*Chronicle of Higher Education* report

*Physics World* report

State rejects *Physics Today*’s charge of employee misconduct

National Writers Union protests firing

Albert Einstein -- Time Thief!

From *Writer’s Bloc Online* (National Writers Union, D.C. Local)

*Washington Post* item

National Association of Science Writers reports protests  
From *ScienceWriters*”

23. “Thoughts from an undisciplined mind” (interview), by Sean Kelly, *Canadian Undergraduate Physics Journal*, volume IV, issue 2, January 2006, page 19.  
Subject to arbitration proceeding



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February 16, 2006

**VIA FEDERAL EXPRESS**  
**PRIVILEGED AND CONFIDENTIAL**

Erik T. Koons, Esq.  
Howrey Simon Arnold & White, LLP  
1299 Pennsylvania Ave. N.W.  
Washington, D.C. 20004

Re: Jeff Schmidt v. American Institute of Physics  
Case No.: 04:3774 (AW)

Dear Erik:

As we discussed, enclosed is AIP's letter reinstating Dr. Schmidt. Upon receipt, please fax to me (and mail via overnight mail) Dr. Schmidt's resignation letter.

If you have any questions, please give me a call.

Very truly yours,

JACKSON LEWIS LLP

A handwritten signature in blue ink, appearing to read "Wendy J. Mellk".

Wendy J. Mellk

WJM:dc  
Enclosure

One Physics Ellipse  
College Park, MD 20740-3843

Tel. 301-209-3131  
Fax 301-209-3133

E-mail: [brodsky@aip.org](mailto:brodsky@aip.org)  
<http://www.aip.org>

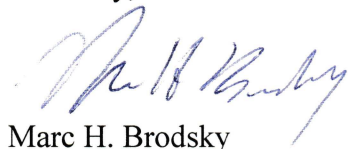
February 17, 2006

Jeff Schmidt  
3003 Van Ness Street, NW #W406  
Washington, DC 20008

Dear Jeff:

Effective immediately, you are reinstated to your job as a senior associate editor at *Physics Today* magazine.

Sincerely,



Marc H. Brodsky  
CEO and Executive Director

---

**Member Societies:**

American Physical Society  
Optical Society of America  
Acoustical Society of America  
The Society of Rheology  
American Association of  
Physics Teachers  
American Crystallographic  
Association  
American Astronomical Society  
American Association of  
Physicists in Medicine  
AVS The Science &  
Technology Society  
American Geophysical Union

**Other Member Organizations:**

Sigma Pi Sigma Physics  
Honor Society  
Society of Physics Students  
Corporate Associates

Jeff Schmidt  
3003 Van Ness Street NW #W406  
Washington, DC 20008

February 17, 2006

Marc H. Brodsky  
CEO and Executive Director  
American Institute of Physics  
One Physics Ellipse  
College Park, MD 20740

Dear Marc:

Effective immediately, I resign my job as a senior  
associate editor at *Physics Today* magazine to pursue  
other interests.

A handwritten signature in black ink that reads "Jeff Schmidt". The signature is written in a cursive, slightly slanted style.



Representing Management Exclusively in Workplace Law and Related Litigation

**Jackson Lewis LLP**  
**58 South Service Road**  
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**Melville, New York 11747**  
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**Fax 631 247-0417**  
**www.jacksonlewis.com**

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March 6, 2006

**VIA FEDERAL EXPRESS**  
**PRIVILEGED AND CONFIDENTIAL**

Erik T. Koons, Esq.  
Howrey Simon Arnold & White, LLP  
1299 Pennsylvania Ave. N.W.  
Washington, D.C. 20004

Re: Jeff Schmidt v. American Institute of Physics  
Case No.: 04:3774 (AW)

Dear Erik:

As we discussed, enclosed is AIP's reference letter regarding Dr. Schmidt. Please hold this letter in escrow until the revised settlement is executed, and Mr. Schmidt has complied with his obligations.

If you have any questions, please give me a call.

Very truly yours,

JACKSON LEWIS LLP

  
Wendy J. Mellk

WJM:dc  
Enclosure

One Physics Ellipse  
College Park, MD 20740-3843

Tel. 301-209-3025  
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E-mail: [tbraun@aip.org](mailto:tbraun@aip.org)  
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February 17, 2006

To Whom It May Concern:

The American Institute of Physics employed Jeff Schmidt on the editorial staff of *Physics Today* magazine from March 1981 through May 2000, and again in August 2005. Jeff resigned voluntarily to pursue other interests.

At *Physics Today*, Jeff did editorial work in a broad range of subjects, including education, history, policy and technical topics in many sub-fields of physics. Throughout his employment at *Physics Today*, Jeff always met or exceeded job requirements, and he rose to the rank of senior associate editor through merit-based promotions. During his employment, Jeff received much praise for his work from leading physicists and his supervisors.

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**Member Societies:**

American Physical Society  
Optical Society of America  
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